

Request for Proposal (RFP) for the Empanelment of Partners for addressing KSEB Smart Meter tender.

Ref: CORP/MKTG/SmartMeter/KSEBL/13

Date: 18/09/2024



ITI LIMITED
Corporate Marketing,
Corporate Office,
Dooravaninagar, Bangalore-560016
CIN No: L32202KA1950GOI000640

Website: www.itilttd.in

Request for Proposal (RFP) for the Empanelment of Partners for addressing KSEB Smart Meter tender

1. INTRODUCTION

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defense, Paramilitary forces, Railways, Banks, Central & State Govt departments, Institutions and research organizations. ITI LTD has a pan India business footprint supported by the network of its Manufacturing units & MSP (Marketing, Services and Project) units at various locations.

ITI Limited has been undertaking various projects in all fields of telecommunications and Information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, e-Governance etc. ITI LTD has diversified its operation and has been executing projects in the field of Smart Infrastructure, Bharatnet etc. ITI LTD has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE, Solar, 4G LTE etc.

More information can be viewed on www.itiltd.in

ITI Palakkad unit has been manufacturing and supplying Smart Energy Meters in technical collaboration with design providers. The plant has state of the art manufacturing facilities for Smart Energy meters and has in-house NABL or ISO/IEC -17025 accredited laboratory.

To address the latest KSEBL Smart Meters Tender Enquiry No. – CEIT/SM-P1/KSEBL/2024-25/03 issued on 27.07.2024 (estimated project value: Rs 211 Crs) and its corrigendum's, proposal is invited under e-tender mode from the potential partners who can support for the customer tender requirements for Supply, installation, system integration and Operation and maintenance of Smart Meters, Head End System Software (HES), RF /Cellular Communication Network as part of Smart Meter Project in KSEBL.

2. IMPORTANT DATES

Sl. No.	Activity	Schedule
i	RFP Issue Date	18/09/2024
ii	Due Date & Time for Submission	27/09/2024 12:00 PM
iii	Date & Time of opening of Proposals	27/09/2024 12:30 PM
iv	ITI LTD Contact Person	1. GM- CM & MSP-KTK Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016

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		<p>email: bindums_crp@itiltd.co.in Mob: 8078535507</p> <p>2. CMR(Mktg), Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: vrsakum_crp@itiltd.co.in Mob: 9535325537</p>
v.	Mode of submission	The Bid shall be uploaded in e-procurement site of ITI Limited (https://itilimited.ewizard.in/). For submission of online bid and procedure to be followed, visit https://itilimited.ewizard.in/

3. PURPOSE

ITI intends to participate in the referred KSEBL tender as a Lead bidder for the Supply, Installation, System Integration, Operation & Maintenance of Smart Meters, Head End System Software (HES), RF/Cellular Communication Network as part of AMI Project in KSEBL-Phase1. As part of this, ITI is floating this RFP to initially empanel partners for addressing the Customer RFP for the requirements of Smart Meters, Head End System Software (HES), RF /Cellular Communication Network complying with the technical specifications and certifications as well as eligibility requirements as called for in the said KSEBL tender.

Technical Specifications and terms and conditions strictly to be complied as per Tender Enquiry No. CEIT/SM-P1/KSEBL/2024-25/03 issued on 27.07.2024 and its corrigendum's.

4. SCOPE OF WORK

The scope of the RFP includes

- Supply, Installation, System Integration, Operation & Maintenance (for 72 months) of Smart Meters, Head End System Software (HES), RF/Cellular Communication Network as per the terms and conditions of end customer
- Arrange the required OEMs for the various project components such as Smart Meters, Head End System Software (HES), RF/Cellular Communication Network who has the implementation capability and eligibility conditions as detailed in this RFP
- Obtaining MAF from the OEM's of HES, RF technology/ Solution provider and the documents supporting the Eligibility Criteria and all technical related documents as per customer tender for the RFP/KSEBL tender.
- Selected partner from the empaneled partners has to associate with ITI as Consortium partners to address the KSEBL tender complying to all the terms and conditions of the tender

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- ITI is also interested for the transfer of technology, for which the terms and conditions can be separately discussed and finalized, post which ToT agreement can be signed at a later stage. Upon technology transfer, ITI can also obtain the BIS certification in the name of ITI and could do the manufacturing at ITI premises.

Detailed Scope of work, technical requirements & required Certifications is as per the scope of work and technical compliance of KSEB tender document pertaining to the offered product and its corrigenda, addenda, amendments vide ref KSEBL T. E. No. CEIT/SM-P1/KSEBL/2024-25/03 issued on 27.07.2024.

5. ELIGIBILITY CONDITIONS FOR BIDDER

The Bidder who can quote for this RFP shall meet the essential eligibility criteria as mentioned in below **Clause I - Essential Eligibility Criteria for the Applicants.**

The bidder can themselves qualify for the eligibility requirements given in other clause B to clause E or can arrange for the OEMs/Solution providers for the other project components as mentioned in clause B to clause E. Each of these 3rd party OEM/solution providers shall separately meet the following relevant qualification requirements as on date of bid submission.

MSME with Udyam Registration are exempted from furnishing EMD and Bid submission fee. (Valid Udyam registration certificate for MSME shall be provided.)

The bidder has to mandatorily mention the System Integrators/OEM members for this bid as given in Annexure I – Appendix IV

5(I)	Essential Eligibility Criteria for the Applicants	
i	<ul style="list-style-type: none"> • The Bidder/each members of consortium should be a legal entity registered in India and incorporated under the Indian Companies Act, 1956/2013, having its registered office in India and should being existence for a minimum period of three financial years as on date of RFP. • Consortium is allowed. The consortium should include not more than 2 members 	<p>The details of the company and Copy of Certificate of incorporation under the Companies Act, 1956/2013</p> <p>Consortium Agreement on 100 Rs. Stamp paper to be signed for the subject business opportunity before the EOI submission date and submitted along with the EOI proposal. Format of Consortium Agreement is as per Annexure V</p>

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	<ul style="list-style-type: none"> Bidder/each members of consortium must be either a Smart Meter Manufacturer, an HES Provider or an System Integrator. 	Undertaking regarding the same may be provided
ii	<p>Bidder/consortium should have an average annual turnover of Rs. 50 crores for the last three financial years, that is, (2021-22, 2022-23 and 2023-24).</p> <p>Bidder/any member of consortium should have Net Worth of Rs. 25 Crs during the last three years (2021-22, 2022-23 and 2023-24)</p>	Audited Annual Reports along with Auditors certificate for Turnover and net worth Certificate to be provided.
iii	<p>Bidder/any members of consortium must have successfully executed & implemented minimum 1,00,000 nos. of Smart Meters with required hardware, software and other associated accessories in a single/multiple contract and project/ projects in an Indian/ Global Power Distribution Utility/ Distribution Franchisee in the last 7 years (i.e. FY 2017-18) to till the date of bid submission as Sole/ lead bidder or as consortium member/SI.</p> <p>Successfully executed smart meter project shall be still in operation for the last 1 year.</p>	References along with requisite Contract / Purchase Order (PO)/ Work Order (WO) with relevant consortium agreement. The references should indicate client name, scope of work, Project start date etc.
iv	<p>Bidder/any members of consortium must have experience of integration of Head-End System with MDM on standard interfaces and data exchange models for at least 1,00,000 consumers / end points (cumulatively) in an Indian/ Global Utility (power/ water/ natural gas/ telecom) in the last 7 (seven) (i.e. FY 2017-18) years which are still in operation for at least 1 (one) year</p>	Documentary evidence of completion of the Project or completion of Go-live status (i.e., Golive certificate, UAT testing certificate etc.) of the respective project as per the definition of GoLive/ UAT specified therein or other documentary evidence indicating completion (e.g., proof of payment received/ proof of asset capitalized in books of accounts (as applicable) and client certificate for supply of material or similar proofs) along with contact details of the client should be submitted
v	<p>The Bidder should be an ISO 9001:2015 certified OR Bidder should have CMMI Level 3 (minimum) certification</p>	Document should be submitted

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vi	Bidder should have all applicable Registration certificates viz., Company Registration certificates including GST, PAN card, PF, ESI etc.	Copy of valid certificates attested by the authorized signatory
vii	<p>Eligibility Requirements of OEM</p> <p>Bidder to submit MAF and Eligibility documents from OEM/Solution providers with following experience (Purchase order/Completion/ Go-live certification from a client. Client certificate (with contact details))</p>	
A	System Integrator	
i	The bidder must have successfully executed AMI projects (Consists of Smart Meters/AMR meters, DCU /Gateway /Router /GPRS Access Point, and HES) with a cumulative installation base of Minimum 100,000 endpoints in the last 5 years till the date of publication of this tender.	Purchase Orders and Work Completion Certificate should be submitted
ii	Should have IEC/ ISO 27001 certification and CMMi Level 3 (or above) certifications.	Copy of valid certificates attested by the authorized
B	Meter Manufacturer	
i	The Meter Manufacturer should be in the business of manufacturing Smart Meters and should have state of the art facility in India. Should be in Metering Business in the last 10 years in India/globally as on date of Bid Submission	Factory License Certificate/ MoA mentioning nature of Business. Purchase orders / Framework agreements for this duration or other documents that prove to this aspect
ii	<p>Should have manufactured and supplied minimum 1,50,000 nos. of Smart meters (cumulative) on proposed communication technology in Indian/Global Power Distribution Utility in the last 5 (Five) years (i.e FY 2019-20 to FY 23- 24).</p> <p>Out of which, minimum of 1,00,000 (Quantity) of Smart Meters shall be supplied to a project that has been successfully in commercial operation for last 1 year as on original bid submission date.</p>	<p>a) PO/WO copies should be submitted along with the details of customers such as name, scope of project, volume of business , project period etc</p> <p>b) Documentary evidence of completion of the Project or other documentary evidence indicating completion of supply (e.g. proof of payment received/ client certificate for supply of material or similar proofs along with contact details of the client;</p>

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iii	Smart meters shall have all the valid test certificate (issued within the last 5 years) and BIS certificate, compliant to IS 16444 Part-1*	Valid BIS and type-test certificate to be submitted
iv	Should have a valid ISO 9001:2015 certification	Copy of valid certificate
C	Head End System (HES) solution provider	
i	<p>The HES provider must have the following deployment capabilities in National/International Utilities. All the below criteria are to be fulfilled.</p> <p>a) Successfully commissioned cumulative 150,000 or more smart meter end points in AMI projects in the last 5 (Five) years (i.e FY 2019-20 to FY 23-24).</p> <p>b) Single Large AMI deployment experience of at least 100,000 smart meters on a combination of cellular / RF/ Combination of Cellular & RF in the last 5 (Five) years (i.e FY 2019-20 to FY 23-24).</p> <p>c) HES should have been in successful operation as part of AMI project for last one year</p> <p>d) The HES solution should have been successfully integrated with at least 2(two) different MDMS/in Indian/Global utility (ies) (power/water/natural gas/telecom) in last 7 (seven) years</p>	Purchase order/Completion/ Go-live certification from a client. Client certificate (with contact details) for supply and successful operation of the Head End System.
D	RF technology/ Solution provider	
i	The RF technology/ Solution provider should have implemented project/(s) with at least 50,000 (cumulatively) smart meter endpoints involving Radio Frequency (RF) mesh in an Indian/ Global Utility (power/ water/ natural gas/ telecom) in the last 5 (Five) years(i.e FY 2019-20 to FY 23-24)	<p>a) References along with requisite contract/ Purchase Order (PO)/ Work Order (WO). The references should indicate client name, scope of work, Project start date (as per the format prescribed in Form 13 given in Section 4); In case Non-Disclosure agreement (NDA) is signed with the client, Bidder shall provide an undertaking for the NDA and shall also provide a client certification as proof of experience along with Client Name/ Email Address/ Contact no./ designation etc.</p> <p>b) Documentary evidence of completion of the Project or</p>

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		completion of Go-live status (i.e., Go-live certificate, UAT testing certificate etc.) of the respective project as per the definition of Go-Live/ UAT specified therein or other documentary evidence indicating completion (e.g., proof of payment received/ proof of asset capitalized in books of accounts (as applicable) and client certificate for supply of material or similar proofs) along with contact details of the client;
ii	<p>The RF Technology/ Solution provider should have been in the communications network installation / maintenance services business for the last 1 (one) year in India.</p> <p>OR</p> <p>The RF Technology/ Solution provider should have been in the communications network installation / maintenance services business for the last 3 (three) years outside of India</p>	<p>a) Certificate of Incorporation and Registration certificate along with Memorandum & Articles of Association.</p> <p>b) Copy of valid Licenses (In case of RF, Valid certificate issued by Wireless Planning & Coordination (WPC) Wing of the Ministry of Communications, GOI) as on date of submission</p>
iii	Should have a valid ISO 9001:2015 certification	Copy of valid certificate
viii	<p>The Bidder shall submit a preliminary Project implementation plan along with the Bid which shall include at least the following activities:</p> <p>a) Understanding of Utility requirements with respect to Project implementation;</p> <p>b) Overall system architecture and system philosophy capable of scale-up;</p> <p>c) Details of proposed methodology & execution plan;</p> <p>d) An approach paper documenting the interfaces for integration with existing and future applications based on the information provided by utility</p> <p>f) Project team structure and Resource</p> <p>l) Site Survey;</p> <p>m) Installation & Commissioning schedule;</p> <p>n) Operation and Maintenance Schedule</p> <p>o) Training</p>	A detailed description containing project implementation plan needs to be provided

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ix	Bidder/ Members of consortium should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.	Self-Declaration consent to be provided.
x	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA) on Rs.100/- stamp paper along with board of resolution	PoA along with Board of resolution should be submitted
xi	Bidder/ Members of consortium shall submit a list of Key technical personnel with the required domain experience.	Technical manpower details should be submitted
xii	Bidder/ Members of consortium should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment. Undertaking in this regard to be submitted.	Self-Declaration consent to be provided.
xiii	The bidders/consortium have to provide a detailed presentation along with demonstration of the solution during the technical evaluation by ITI. The bidders has to provide the technical demonstration of the product/solution to the end customer at their specified location.	
xiv	Bidder should submit relevant copy of purchase order, completion certificate from client or CA certified copies to be submitted as a proof of receipt of payment and a self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory of bidder. Projects executed by bidder's group of companies shall not be considered. For completed project, satisfactory completion certificate need to be submitted. In case of ongoing works, the project completion status document from customer need to be submitted. ITI LTD reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any	Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id, etc. for all the submitted PO's/Work Completion Certificates should be submitted.

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	other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited.	
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5(II) Checklist of documents/information to be submitted by sole bidder/each of the consortium partner:	
a.	Company Profile
b.	Certificate of Incorporation
c.	Memorandum & Articles of Association
d.	Audited financial statements for the last 3 years (2021-22, 2022-23 and 2023-24) by CA as per clause 5A (ii)
e.	Auditors Net worth certificate assigned by the company's Auditors/ CA (2021-22, 2022-23 and 2023-24) as per clause 5A (ii). Certificate(s) from its statutory auditors specifying the net worth of the Bidder needs to be provided
f.	Satisfactory completion certificates including Purchase Order, Completion Certificates For completed project, satisfactory completion certificate need to be submitted. In case of ongoing works, the project completion status document from customer need to be submitted. <i>Experience/ Work Completion Certificate of the project execution issued & signed by the competent authority of the client entity along with the supporting documents such as Work order/Purchase order with the name of client contact person, postal address, email id and telephone numbers to be provided</i>
g.	GST certificate
h.	Copy of PAN Card
i	CIN (Corporate Identity Number), if applicable
j.	Authorization letter in the company letterhead authorizing the person signing the bid for this RFP and Power of Attorney (POA) on Rs.100/- stamp paper along with board of resolution
k.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
l	Undertakings (in Company letter head) for acceptance of terms and conditions as per Annexure I - Appendix I
m	Undertaking(in Company letter head) regarding not blacklisting as per Annexure I - Appendix II
n	Undertaking(in Company letter head) regarding no land border sharing as per Annexure I - Appendix III
o	Annexure II as per format for the Clause by clause compliance to all Terms & Conditions of all the Sections of this RFP (including its corrigendum/amendments), duly Signed and Stamped on the Letter Head of their Organization.
p	Experience Details as per Annexure III

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q	Pre-Contract Integrity Pact as per Annexure-IV
r	Project Implementation Plan and capability (technical) on how the customer RFP/tender implementation will be executed by the bidder as per clause 5(I) (viii)
s	Manpower details as per clause 5(I) (xi)
t	Bidders Details as per Annexure VI

5(III) General	Please provide compliance for the following clauses	Compliance
1	ITI LTD reserves the right to quote & supply ITI LTD manufactured products (in full or partial quantity) if the Tender/Project contains ITI LTD manufactured products.	
2	ITI LTD reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC)	
3	All activities like Proof of concept/demo on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	
4	Bidder should be willing to impart required training to ITI /customers as required for the execution of project	
5	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
6	Bidder should be willing to sign an exclusive agreement with ITI LTD for addressing the mentioned customer tender and for the smooth execution of the project	
7	All commercial terms will be as per the customer Tender/PO.	
8	Earnest Money Deposit (EMD) / Bid Security and PBG required for submitting the customer tender will be borne by the selected partner while addressing the customer tender . Note: ITI LTD reserves the right to verify the genuineness of the BG with the bidder’s bank. Undertaking in this regard to be submitted	
9	Project Schedule: <ul style="list-style-type: none"> • Project Schedule shall be as per the end customer Tender/ PO on back to back basis • The project I&C will be considered as completed after obtaining NOC/Commissioning Certificate from the end customer. • Further Warranty/AMC shall be supported as per end customer requirements 	

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10	<p>LD Clause: LD shall be as per ITI LTD Clauses (<i>@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the bidder</i>) OR as per the end customer PO/tender clause whichever is higher.</p>	
11	<p>Payment Terms:</p> <p>a. Payment terms will be as per end customer tender/PO (detailed in Customer RFP referred above) and will be done through an Escrow account on back-to-back basis preferably.</p> <p>b. Payment to the partner shall be done after deduction of all</p> <p style="margin-left: 20px;">i. LD/recoveries imposed by end customer (if any), and</p> <p style="margin-left: 20px;">ii. ITI LTD's margin & statutory dues</p> <p style="margin-left: 40px;">If the partner is in disagreement with the deductions, the partner will have to write to ITI LTD with all the explanation & supporting documents</p>	

	Financial Bid (Not Required at this stage)
	<p>All the bids will be scrutinized for the various requirements outlined in the eligibility criteria. The PO copies/experience certificates submitted by the vendors will be cross verified with the issuing authorities/clients.</p> <p>The bidders have to provide a detailed presentation along with demonstration of the solution during the technical evaluation by ITI. After due evaluation of the eligibility criteria and compliances, the technically qualified vendors will be empaneled.</p> <p>The Financial Proposal shall be asked separately from the empaneled list of partners for addressing the tender of end customer (KSEB).</p>

6. SUBMISSION OF PROPOSAL

- a. Interested parties, meeting the Pre-Qualification Requirements (PQRs), are invited, under e-tender mode, to submit the Technical Proposal in response to this RFP
- b. The Bidding (For Technical) would be subjected to an On-line / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.ewizard.in/> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.ewizard.in/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.ewizard.in/>.

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- c. The Technical Bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.ewizard.in/>). For submission of online bid and procedure to be followed, visit <https://itilimited.ewizard.in/>.
- d. ITI's RFP document can be downloaded from ITI web site www.itilttd.in or CPP portal www.eprocure.gov.in. For uploading the bid proposal, all bidders have to register in our eProcurement portal (<https://itilimited.ewizard.in/>). When submitting the bid please state the tender ID.
- e. Technical bids will be opened at **12.30 hrs on 27-09-2024**
- f. All the bids will be scrutinized for turnover, experience and compliance to the EOI terms & conditions, technical specification, OEM Eligibility and other requirement as per KSEB tender.
- g. Any clarifications regarding the tender can be obtained from CMR- Mktg, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: vsakum_crp@itilttd.co.in, bindums_crp@itilttd.co.in, Mob: 9535325537/8078535507
- h. Bid offered should be valid for a period of 180 Days from the date of opening of RFP response.
- i. Conditional offers are liable for rejection.
- j. Consortium is allowed to bid in this RFP. The consortium should include not more than 2 members. But the bidder can have back to back agreement with the required OEMs/Solution providers for addressing the bid
- k. The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses, etc. as charged by the customer.
- l. In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.
- m. Bidders, whose Purchase Order(s) for any Project of ITI LTD was/were cancelled on risk & cost basis for nonperformance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.
- n. Any existing vendor/partner of ITI Ltd. willing to participate in this EOI/RFP must have a good track record with ITI or submit a Performance Clearance Certificate from the respective concerned ITI unit/office.
- o. The partner should be willing for Technology transfer to ITI at a later stage for which the terms and conditions will be discussed and finalized through a separate TOT Agreement
- p. All terms and conditions of the KSEBL Tender will be binding on back to back basis to the selected partner

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7. GENERAL CONDITIONS

- 8.1. Submission of response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its Scope, Specifications, Terms, conditions & Implications.
- 8.2. Period of Validity of offers: The offer shall remain valid for a period of at least 180 days from the due date of offer submission. Offers valid for a shorter period shall be rejected.
- 8.3. Language of offers: The offers prepared by the vendor and all the correspondences and documents relating to the offers exchanged by the BIDDER, shall be written in English language.
- 8.4. Authorized Signatory: All certificates and documents received as part of the offer shall be signed by the Authorized Representative (Authorized by valid power attorney along with resolution of board for authorizing the person signing the bid). The power of authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the BIDDER shall be submitted when demanded by ITI.
- 8.5. ITI reserves the right to suspend or cancel the RFP process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- 8.6. Cost of RFP: The BIDDER shall bear all costs associated with the preparation and submission of his/ her response against this RFP, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.
- 8.7. The BIDDER shall be ready to give clarifications on any part of the offer to ITI.
- 8.8. Amendment of RFP: At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by an BIDDER, modify the RFP document by an amendment. In order to provide BIDDER s reasonable time to take the amendment into account in preparing his / her offer, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for RFP.
- 8.9. Disclaimer: ITI and/or its officers, employees disclaim all liabilities from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence,

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default, lack of care or misrepresentation on the part of ITI and/or any of its officers,
employees.

8.10. Accessibility of RFP Document: Complete RFP document with terms and conditions is
provided in the following websites

- (i) <https://www.itild.in/>
- (ii) <https://itilimited.ewizard.in/>

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Annexure-I - Appendix I

Undertakings (To be in Bidder's Letter Head)

M/s..... do here by undertake the following

1. To work exclusively with ITI complying to the RFP and Customer Tender terms and conditions including corrigenda, amendments, prebid clarifications, agreements etc. Also, we agree to implement the project (scope of work as per Customer Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance, etc. in the event of ITI LTD winning the contract on back-to- back basis.
2. Submit Earnest Money Deposit (EMD) / Bid Security required for submitting the customer tender and PBG to be borne by the selected bidder at the time of placement of order as per customer tender terms. In cases where ITI LTD is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder shall provide EMD (while submitting the bid to the customer) & PBG as per customer terms to ITI LTD.
3. To support ITI LTD for preparation of the RFP/tender, post bid clarifications, technical presentations and any other requirements as per end customer requirement.
4. To submit OEM MAF and other OEM related certificates as per customer RFP formats and all other technical documents/certificates/data sheets/solution as per customer tender requirement
5. Agrees that he/she has read the tender document issued by Kerala State Electricity Board Limited for Supply, Installation, System Integration, Operation & Maintenance of Smart Meters, Head End System Software (HES), RF/Cellular Communication Network as part of AMI Project in KSEBL-Phase-1 clauses fully and abide by all the requirements with respect technical specifications, deliveries, quality, scope of work, payment terms time line etc.
6. To comply with all the end customer RFP/tender requirements including technical specifications
7. To get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI LTD from the OEM as per customer tender requirement.
8. That we have adequate manpower with qualifications, certifications and experience as may be required to provide TOT to ITI as well as to provide services/support to the customer as per their tender/PO requirement.

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9. we do also hereby irrevocably and unconditionally agree and undertake to save and keep ITI Ltd, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ITI Ltd by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory / regulatory requirements and / or any other law for the time being in force.
10. Should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.
11. Should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
12. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost
13. To obtain relevant statutory licenses for operational activities at own cost.
14. To sign MoU/Teaming Agreement, Integrity Pact with ITI LTD for addressing the customer tender as per customer's tender terms and conditions.
15. To indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
16. To support the offered equipment for the period including warranty and AMC as per customer tender conditions.
17. To supply equipment/components which conform to the latest year of manufacture.
18. Certify that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.
19. We declare that the information and documents submitted along with the RFP/customer tender are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
20. We understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of RFP/tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two years. Further, we and all our constituents understand that our offer shall be summarily rejected.

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21. That the bidder should be ready to submit valid letter from the OEM's against the products required in **customer Tender** confirming the following: OEM shall ensure that all equipment/components/sub- components being supplied by them shall be supported for entire contract period. If the same is de-supported by the OEM for any reason whatsoever, the bidder shall replace it with an equivalent or better substitute that is acceptable to Customer without any additional cost to ITI and without impacting the performance of the solution in any manner whatsoever.
22. We will obtain all the required certificates/approvals as per customer tender requirement.
23. We undertake to obtain relevant statutory approvals for the product.
24. All software upgrades, patches and Licenses to be provided free of cost, as and when they are released by OEMs.
25. The BIDDER should give certificate/undertaking stating that all the hardware / software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause malfunction of equipment in any manner.

(Signature and Stamp of the Bidder)

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Annexure-I - Appendix II

Undertaking regarding not Blacklist certificate (To be in Bidder's Letter Head)

We ,....., hereby declare that we are not blacklisted/debarred as on Bid submission date and in compliance to the customer tender requirements.

- a. Due to conviction of offence
 - I. Under the Prevention of Corruption Act 1998 or
 - II. The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing threat to public health as part of execution of a public procurement contract.
- b. Through any order/list issued by Department of Expenditure (DoE) , Ministry of Finance (MoF) .
- c. Due to breach of code of integrity as per Rule 175 of GFRs 2017 in any Govt. Organisation or regulatory agencies or Govt. Undertaking.
- d. By any Ministry/Department/Organisation under the Govt. of Kerala.

(Signature and Stamp of the Bidder)

Annexure-I - Appendix III

Undertaking regarding No Land border Sharing (To be in Bidder's Letter Head)

We, M/s.....hereby understands and comply the following conditions

1. We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)
2. Bidder from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020.

(Signature and Stamp of the Bidder)

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Annexure I – Appendix IV

Form 1: List of System Integrator/OEM Members

The Bidder shall identify below the Members for major Project items.

Major Project Item	Proposed Member	Nationality
Meter Manufacturer		
Communication Provider		
HES Provider		
RF Solution Provider (if any)		
System Integrator		
[Other] (if any)		

Signature:

Name:

Designation of Authorized Signatory:

Annexure-II

8. Compliance Statement

S.No	Clause No.	Clause	Compliance (Complied/ Not Complied)	Remarks with Documentary Reference
1.				
2.				
3.				
4.				
5.				

Note: Bidders are requested to comply every clause as per RFP, Corrigendum, and Addenda which is published along with the RFP. The relevant supporting documents need to be referred with respective clauses mentioned.

(Signature and Stamp of the Bidder)

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Annexure –III

9. Work Experience Details – project wise

Sl. No	Information Required	Details
1	Name & Scope of work of the project	
2	Entity for which the project was Constructed (Customer Name & Contact Details including email ID, Contact number	
3	Project Cost	
4	PO No & Date	
5	Date of commencement	
6	Commissioning Date	
7	Role of bidder	
8	Brief Description of the project	
9	Commissioning Date	
10	Role of bidder	
11	Brief Description of the project	
12	No. of Consumer, Nodes, etc.	

(Signature and Stamp of the Bidder)

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Annexure-IV

PRE-CONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/ RFP Documents. To be signed by the bidder and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

RFP No.....

This Integrity Pact is made onday of 2024

BETWEEN:

ITI Limited, having its Registered & corporate office at ITI Bhavan, Dooravani Nagar, Bangalore – 560016 India, and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall include its successors and assigns) **ON THE ONE PART**

AND

M/s represented byChief Executive Officer (hereinafter called the bidder(s)/Contractor(s)), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract **ON THE SECOND PART.**

Preamble

WHEREAS the Principal intends to enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business for

(name of the Stores / equipment / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the RFP process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

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WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the RFP Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the RFP for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the RFP process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the RFP process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the RFP process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

- 2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the RFP process and during the execution of the contract.
 - a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the RFP process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the RFP process or during the execution of the contract).

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- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

**SECTION 3 – DISQUALIFICATION FROM RFP PROCESS & EXCLUSION FROM
FUTURE CONTRACTS**

If the Bidder(s)/Contractor(s), during RFP process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the RFP process.

If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future RFP/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the

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Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s) Contractor(s), however the Bidder(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.

Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/Contractor(s) could be revoked by the Principal if the Bidder (\$) Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the RFP process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the RFP process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

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- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the RFP process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub-empaneled partner(s)/ associate(s), if any, and to submit the same to the Principal along with the RFP document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-empaneled partners / associates.
- 6.3 The Principal will disqualify from the RFP process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING
BIDDER(S)/CONTRACTORS

- 7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or subcontractor/ sub-empaneled partner/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

Details of IEM appointed by ITI are as under:

Shri Atul Jindall, IFS (Retd.)

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3/10 Vishesh Khand Opp. Little Friend School Gomti Nagar,
Lucknow-226010(UP)

- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within to weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.7 The word 'Monitor' would include both singular and plural.

SECTION 9 - FACILITATION OF INVESTIGATION

- 9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the

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Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 - LAW AND JURISDICTION

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.

1.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).

If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.

12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.

12.4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/ CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1.

1.

2.

2.

Format of Consortium Agreement to be entered amongst all Members of a Bidding Consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/s....., M/s., M/s.,
AND M/s.....for bidding for Tender No. [Tender Details] (the
“RFP”) dated
[Date] as per its Clause 4.3.2

1. **THIS Consortium Agreement** (hereinafter referred to as “Agreement”) executed on this [date] day of [month], [year] between
2. M/s., a company incorporated under the laws of . and having its Registered Office at..... , (hereinafter called "**Party 1,**" or "**Lead Consortium Member**" which expression shall include its successors, executors and permitted assigns);
3. M/s., a company incorporated under the laws of . and having its Registered Office at..... , (hereinafter called "**Party 2,**" which expression shall include its successors, executors and permitted assigns);
4. M/s., a company incorporated under the laws of . and having its Registered Office at..... , (hereinafter called "**Party 3,**" which expression shall include its successors, executors and permitted assigns);
5. M/s., a company incorporated under the laws of . and having its Registered Office at..... , (hereinafter called "**Party n,**" which expression shall include its successors, executors and permitted assigns);

[The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members above.]

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WHEREAS the Parties above named are entering into this Consortium Agreement for the purpose of submitting the Bid in response to the RFP and in the event of selection as Selected Bidder to comply with the requirements as specified in the RFP and ensure execution of the Contractor Contract as may be required to be entered into with Utility.

Party 1, Party 2, Party 3, and Party n are hereinafter collectively referred to as the “Parties” and individually as a “Party.

WHEREAS the RFP stipulates that the Bidders applying as a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RFP, whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the RFP, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the RFP document.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Bidding Consortium by KSEBL, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s *[Insert name of the Lead Member]*, shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of M/s.
....., M/s., M/s.....,
and
M/s..... *[the names of all the other Members of the Consortium to be filled in here]*.
2. The Lead Consortium Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and

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Responsibilities of all other members shall be as per the **Annexure** to this Agreement.

3. Each Consortium Member undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the RFP. The Lead Consortium Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities.
4. In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, the Lead Consortium Member of the Consortium shall be liable to meet the obligations as defined under the RFP.
5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
6. The Members expressly agree to adhere to all the terms and conditions of the RFP and confirm that we don't have any Conflict of Interest (as defined in the RFP).
7. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at [Place] shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
8. It is hereby agreed that the Lead Consortium Member shall furnish the Bid Security, as stipulated in the RFP, on behalf of the Bidding Consortium.
9. It is hereby agreed that in case of selection of Bidding Consortium as the Contractor, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Security and other commitments to KSEBL as stipulated in the RFP and Contractor Contract. The Lead Member shall be responsible for ensuring the submission of the Performance Security and other commitments on behalf of all the Consortium Members.
10. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Contractor, shall remain valid over the term of the Project, unless expressly agreed to the contrary by KSEBL.
11. The Lead Consortium Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP for the purposes of the Bid. The representation by the Lead Member

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shall be deemed to be on behalf of and binding on all members of the Consortium.

12. It is expressly understood and agreed between the Members of the Consortium and Parties that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-A forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the RFP Documents.
13. It is clearly agreed that the Lead Consortium Member shall ensure performance indicated in the RFP. In the event one or more Consortium Members fail to perform its/ their respective obligations, the same shall be deemed to be a default by all the Consortium Members.
14. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of KSEBL.
15. This Consortium Agreement:
 - a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
 - b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of KSEBL.

Common Seal of has been affixed in my/ our presence pursuant to Board Resolution dated	For M/s.....(Party 1) <i>[Signature of Authorized Representative]</i> <i>[Name of the Authorized Representative]</i> <i>[Designation of the Authorized Representative]</i>
--	--

Witness 1

[Signature of Witness 1]

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.....
Name:

Designation	
Witness 2	
[Signature of Witness 2]	
.....	
Name:	
Designation:	
..	

N. Common Seal of..... has been affixed in my/ our presence pursuant to Board Resolution dated	For M/s.....(Party N) <i>[Signature of Authorized Representative]</i> <i>[Name of the Authorized Representative]</i> <i>[Designation of the Authorized Representative]</i>
N.1. Witness 1 [Signature of Witness 1] Name: Designation:	N.2. Witness 2 [Signature of Witness 1] Name: Designation:

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Annexure VI

Bidders Profile

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3.	Product Category			
4.	Annual Turnover for 3 financial years (Rs in Cr)	2021-22	2022-23	2023-24
5.	Networth for last 3 financial years (Rs in Cr)			
6.	Date of Incorporation			
7.	Sales Tax /VAT Registration number			
8.	Service tax Registration number			
9.	PAN Number			
10.	CIN Number, if applicable			
11.	Number of technical manpower in company's rolls			

Signature of Authorised Signatory with company seal